

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT

CAUSE NO. 49D02-0212-PL-002059

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
AFFORDABLE SERVICE &)
CONSTRUCTION CO., INC.)
)
Defendant.)

FILED

(37) APR 08 2003

Donna Brown Holloman
CLERK OF THE
MARION CIRCUIT COURT

CONSENT JUDGMENT

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Defendant, Affordable Service & Construction Co., Inc., by counsel, hereby agree to entry of a Consent Judgment without trial or adjudication of any issue of fact or law herein.

The parties believe it is in their best interest to resolve the issues raised by the State of Indiana and avoid further litigation. This Consent Judgment does not constitute an admission by the Defendant of any wrongdoing, nor shall it be construed as an abandonment by the Attorney General of his position that the Defendant violated Indiana's Home Improvement Contracts Act and Deceptive Consumer Sales Act. The parties consent to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein.

JURISDICTION AND SCOPE OF JUDGMENT

1. This Court has jurisdiction and venue over the subject matter of this action and the parties hereto.

2. The State of Indiana's Complaint for Injunction, Restitution, Costs, and Penalties states a cause of action pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code §24-5-0.5-1, *et seq.*, and the Home Improvement Contracts Act, Ind. Code §24-5-11-1, *et seq.*

3. The Defendant, Affordable Service & Construction Co., Inc., solicits home improvement work in Marion County, with a principal place of business at 2538 S. Meridian Street, Indianapolis, Indiana.

4. Since July 17, 1998, the Defendant has used contracts similar to that which is the subject of the State of Indiana's Complaint in this cause and is alleged by the State to be in violation of the Home Improvement Contracts Act, Ind. Code §24-5-11-1, *et seq.* The State of Indiana asserts that each of these contracts may suffer from similar defects and enters into this Consent Judgment with knowledge that additional contracts may be in violation of the Indiana Home Improvement Contracts Act, Ind. Code §25-5-11-1, *et seq.*

RELIEF ORDERED

5. The Defendant is permanently enjoined from engaging in the following acts and making, causing to be made, or permitting to be made the following representations:

a. entering into a home improvement contract, as defined by Ind. Code §24-5-11-4, that is not in writing and does not contain the following:

- (1) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (2) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquires can be directed;

- (3) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
 - (4) A reasonably detailed description of the proposed home improvements;
 - (5) If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
 - (6) The approximate starting and completion date of the home improvements;
 - (7) A statement of any contingencies that would materially change the approximate completion date;
 - (8) The home improvement contract price; and
 - (9) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or a typed version of that person's name placed directly after or below the signature.
- b. obtaining a consumer's signature on a home improvement contract or requiring the consumer to make a down payment toward the price of the home improvement prior to the Defendant agreeing unequivocally by written signature to all the terms of the home improvement contract; and

- c. failing to provide the consumer with a fully executed copy of the home improvement contract, including the dates the Defendant and the consumer signed it, immediately after the consumer signs it.

6. The Defendant shall pay the Office of the Attorney General, pursuant to Ind. Code § 24-5 -0.5-4(c)(3), the amount of Three Hundred Dollars (\$300.00), representing the Plaintiff's costs of investigating and prosecuting this action.

CONTINUING JURISDICTION

7. For the purpose of enforcing the provisions of this Consent Judgment, the Defendant waives any objection regarding the Court's jurisdiction to punish for contempt and agrees to appear on proper notice of a failure to comply with any of the provisions of this Judgment.

IN WITNESS WHEREOF, the parties have executed this Consent Judgment this 2nd day of April, 2003.

STATE OF INDIANA
STEVE CARTER
Indiana Attorney General

AFFORDABLE SERVICES &
CONSTRUCTION CO., INC.

by:

Terry Tolliver
Terry Tolliver
Deputy Attorney General
Attorney No. 22556-49

by:

Dudley Wagers
Dudley Wagers, President

Approved:

Michael F. Vertesch
Michael F. Vertesch
Counsel for Defendant

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND DECREED

this _____ day of _____, 2003.

APR 08 2003


Judge, Marion Superior Court

Distribution:

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